

Fourth Amendment to the IME Professional Services, Member Services Contract

This Fourth Amendment to Contract Number MED-10-001-A for Iowa Medicaid Services, as amended (the "Contract"), between the State of Iowa, Department of Human Services (the "Agency", "Department" or "DHS") and MAXIMUS Health Services, Inc. (the "Contractor") is made pursuant to Section 22.5 of the Contract. This Amendment is effective as of October 1, 2015. This Amendment modifies, to the extent specified below, the terms and conditions of the Contract.

Section 1: Background. The parties are amending the Contract to include new scope of work related to Contractor tasks associated with Medicaid modernization, with an expected "go live" date of January 1, 2016 for implementation of modernization efforts. This amendment makes adjustments to the payment schedule to the Contractor throughout the implementation period to accommodate new scope of work as outlined below, including volume-based payment structure for calls as well as payment reductions which run through the end of the Contract. If the "go live" is delayed, the parties will adjust the schedule for reduction in payment to the revised "go live" date.

Section 2: Amendment to Contract Language. The Contract is amended as follows:

Revision 1. Section 6 of the Contract, entitled "Term of the Contract" is hereby amended to read as follows:

The term of the Base Contract is May 1, 2010, through June 30, 2013 with Operations effective July 1, 2010.

The Contract Renewal Option Years will consist of four (4), one (1) year options. The Department may choose to renew the Contract for one (1) or more of the Contract Renewal Option Years. The Department shall have the sole discretion to exercise each renewal option. The Department shall use best efforts to notify the Contractor of the renewal decision ninety (90) days prior to the beginning of each renewal year.

Revision 2. RFP Scope of Work 6.4.2, Provider Inquiry and Provider Relations, is hereby incorporated into the Contract.

Revision 3. The following is added to the RFP Scope of Work as new Section 6.5.11:

For the time period of October 1, 2015 through June 30, 2016, Contractor shall provide support of the Medicaid modernization effort underway at the Agency. This effort is expected to "go live" January 1, 2016. However, the elements of this Amendment pertaining to scope, timing, and fees may be modified by the Agency with at least 30 days advance notice. If such notice is provided by the Agency, the parties shall work in good faith to identify and address impacts to scope, timing and fees, and execute an amendment to the contract.

- From October 2015 through the end of this contract period, Contractor shall provide Enrollment Service Representatives (ESRs) to support the Agency's member services activity. ESR duties include but are not limited to:
 - Offer personalized assistance to support the enhanced choice counseling duties outlined in the Notice of Proposed Rulemaking or compliance with the Final Rule(s) regarding Medicaid managed care that may be issued in the future, duties necessary to support the enrollment of the long-term care and

LTSS population into managed care, as well as other aspects of the Medicaid modernization effort.

- Provide enhanced choice counseling options, especially for outreach and in-person enrollment assistance to populations who may require additional attention to encourage voluntary MCO choice
- Working in conjunction with the Communications Team, the ESRs shall offer educational sessions, build community partnerships with local organizations and hold enrollment events at a variety of locations around the state of Iowa
- The Contractor shall have additional temporary Customer Service Representatives (CSRs) in place by October 2015 to adequately support the anticipated increase in member services call volume related to the Medicaid modernization effort.

Effective January 1, 2016, the following duties shall be removed from the scope of work:

- Lock-In (RFP Section 6.5.6 and all of its subparts)
- Disease Management (RFP Section 6.5.7 and all of its subparts)
- Enhanced Primary Care Management (RFP Section 6.5.8 and all of its subparts)
- RFP Section 6.1.3.4.3.4 (d)

Effective February 1, 2016 or one month after "go live," whichever is later, the Contractor may streamline the Provider Services call center by integrating staff into the Member Services call center. To ensure seamless integration of Member and Provider Call Center services, effective October 2015, Contractor staff shall be provided access to all systems necessary to perform call center functions of both Member and Provider Services Contracts.

Contractor Deliverables

- Perform all required Member Services responsibilities, as outlined elsewhere in the Contract, and serve as the managed care enrollment broker for all Medicaid MCOs.
- Perform enhanced choice counseling services for the managed long-term services and supports (MLTSS) population as required by State and federal law, rule, and policy. The Contractor shall develop, revise at the direction of the Agency, and execute a specific Choice Counseling and Enrollment plan, as described below.
- Submit a specific Choice Counseling and Enrollment plan to address the unique needs of the long-term care populations including individuals with behavioral care needs, the elderly, and persons with disabilities. The purpose of the Choice Counseling and Enrollment Plan is to ensure the members are adequately supported in understanding their MLTSS options and support informed choice of an MCO. The Choice Counseling and Enrollment plan shall address:
 - Outreach and Communication activities planned to support Choice Counseling and Enrollment (including distributing, collecting and processing enrollment materials).
 - How questions will be answered and information provided in an unbiased manner on available MCO delivery system options.
 - Providing enrollment activities by phone and in person.
 - Sponsoring community based enrollment events designed to respond to the range of questions and needs of these specific populations.
 - Partnering with community-based organizations to support efforts of helping members access choice information and make selections.
 - Use of Agency-approved informational brochures for outreach and education specific to Choice Counseling and Enrollment.

- Information to be available on the web page to support Choice Counseling and Enrollment.
 - Specialized training for call center staff regarding unique questions/issues for the LTC populations.
 - Methods of tracking specific questions.
 - Other elements as appropriate and requested by the Agency.
- Send Department-approved publications to members and providers, as appropriate.
 - Conduct formal weekly status meetings with Agency-designated staff throughout the period covered by this amendment. These meetings may be cancelled or held less frequently if directed by the Agency.
 - Provide weekly reports in an electronic form with format and content acceptable to the Agency, covering at least the following topics:
 - Contractor staffing levels
 - Choice counseling activities for the MLTSS population.
 - Outreach events conducted
 - Number of in-person, telephone, and online member contacts via the Agencies Interactive Voice Response (IVR) or email
 - All elements of reports for Member enrollment transactions below
 - Other inquiries from the MLTSS population, including reason codes
 - Member enrollment transactions broken out by program and member type
 - Enrollment requests received by MCO
 - Enrollments processed to completion
 - Number of members enrolled in each MCO
 - Dates of receipt, processing, completion, etc. sufficient to monitor and calculate performance
 - Outreach activity in the previous week
 - Call center activities, broken out by Provider and Member functions:
 - Call center volume
 - Average handle time
 - Average wait time
 - Call reason codes
 - Complaints

Contractor Performance Standards

- Contractor shall comply with all Performance Standards outlined in RFP Sections 6.4.2 and 6.5 in relation to services provided pursuant to subsection 6.5.11.

Revision 4. Section 7.1, "Performance Based Contract," is hereby amended by adding the following language at the end of the Section:

Notwithstanding the above, the above payment obligations shall terminate as of the effective date of the Fourth Amendment. Upon the effective date of the Fourth Amendment, Contractor may invoice the Agency consistent with the monthly "Revised Monthly Fee" values set forth in the table below.

Month	Previous Monthly Fee	Increase or (Reduction) in Fee	Revised Monthly Fee
October 2015	\$488,917.00	\$49,733.00	\$538,650.00
November 2015	\$488,917.00	(\$30,392.00)	\$458,525.00
December 2015	\$488,917.00	(\$30,392.00)	\$458,525.00

January 2016	\$488,917.00	(\$360,290.00)	\$128,627.00
February 2016	\$488,917.00	(\$360,290.00)	\$128,627.00
March 2016	\$488,917.00	(\$360,290.00)	\$128,627.00
April 2016	\$488,917.00	(\$360,290.00)	\$128,627.00
May 2016	\$488,917.00	(\$360,290.00)	\$128,627.00
June 2016	\$488,917.00	(\$360,290.00)	\$128,627.00
9-Month Total:	\$4,400,253.00	(\$2,172,791.00)	\$2,227,462.00

In addition to the above fixed fee amounts, starting in October 2015, payment shall include a variable cost per call for each phone call handled by a live Customer Service Representative, according to the fee schedule below:

Calls per Month	Variable Cost per Call
1 - 34,999	\$4.98
35,000 – 44,999	\$4.90
45,000 – 54,999	\$4.81
55,000 and above	\$4.73

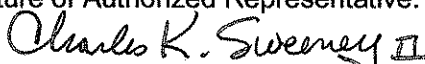

The Contractor shall not charge the Agency for any calls handled by an IVR or otherwise diverted so as not to reach a live CSR. All calls handled by a live CSR, up to 34,999 in a given calendar month, shall be invoiced at the price in the first band. Additional calls over the first band shall be invoiced according to the total calls handled by band.

Pricing for the additional optional year shall continue with no increase above the monthly fee or variable cost per call in place as of June 2016.

Section 3: Ratification, Authorization, and Contingency. Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. Each party to this Amendment represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Amendment, and it has taken all requisite actions (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Amendment, and this Amendment constitutes a legal, valid and binding obligation upon itself in accordance with its terms. This Amendment is contingent upon CMS approval.

Section 4: Execution

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Amendment and have caused their duly authorized representatives to execute this Amendment.

Contractor, MAXIMUS Health Services, Inc.	Agency, Iowa Department of Human Services
Signature of Authorized Representative: 	Signature of Authorized Representative: 
Printed Name: Charles K. Sweeney II	Printed Name: Charles M. Palmer
Title: Vice President - Contracts	Title: Director
Date: October 2, 2015	Date: 12-7-15